

**Metro Medical Group and Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, AFL-CIO.** Cases 7-CA-31807 and 7-CA-32001

July 8, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND RAUDABAUGH

On February 28, 1992, Administrative Law Judge Thomas R. Wilks issued the attached decision. The Respondent filed exceptions and a supporting brief, and the Charging Party filed an answering brief to the Respondent's exception.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Metro Medical Group, Detroit, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup>The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In his decision, the judge made reference to Union President Jim McNeil's testimony. Although present at the hearing, McNeil did not testify. We find that the judge's error did not affect the validity of his conclusions.

*John Ciaramitaro, Esq.*, for the General Counsel.  
*Stanley C. Moore III, Esq.*, of Troy, Michigan, for the Respondent.  
*Betsey A. Engel, Esq.*, of Detroit, Michigan, for the Charging Party, with *Laura Campbell, Esq.*, on the brief.

DECISION

STATEMENT OF THE CASE

THOMAS R. WILKS, Administrative Law Judge. On April 25 and June 19, 1991, unfair labor practice charges were filed, respectively, alleging in Case 7-CA-31807 by Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (the Union), that Metro Medical Group (Respondent), and in Case 7-CA-32001, by the Charging Union that Re-

spondent has engaged in, and is engaging in, certain unfair labor practices. On May 30, 1991, the Regional Director of Region 7 issued a complaint against Respondent which alleged that it had unilaterally changed health insurance benefits, allegedly negotiated and agreed on in a succeeding collective-bargaining contract for employees in three bargaining units represented by the Union, i.e., registered nurses (RN); service maintenance, technical and clerical employees (service); and social workers and substance abuse therapists (social workers) employed at Respondent's clinics in the Detroit Metropolitan area. On July 16, 1991, the Regional Director issued an amended consolidated complaint and notice of hearing which also alleged as violations of Section 8(a)(1) and (5) of the Act the Respondent's refusal to execute the alleged agreed, on collective-bargaining agreement for the RN unit. There are no similar allegations for the other units.

In its answers filed on June 11 and May 25, 1991, Respondent denied that it had committed any unfair labor practices and asserted that the health insurance benefits that it in fact implemented were such that were in accord with the collective-bargaining agreements that had been agreed on in consequence of negotiations for succeeding contracts; that the contracts submitted to it for execution by the Union did not conform to the actual terms of the agreed-on contracts for health insurance; and that the contracts submitted to the Union and which the Union refused to execute reflected the actual terms agreed on, inclusive of health insurance.

As reflected by the pleadings and subsequent statements of positions, the Union and Respondent both agree that succeeding collective-bargaining agreements were reached and agreed on. They both agree as to the dates of agreement and circumstances of agreement. They agree that the only steps remaining for execution of the printed documents reflecting those agreements were the ministerial acts of their reduction to printed form after the transcription from bargaining notes pursuant to joint bargaining committee review. They disagree only as to what was agreed on as to certain aspects of health insurance. They also agree on the applicable principles of law. The issue is one of fact.

The trial of this matter was held before me at Detroit, Michigan, on September 9, 1991. There, the parties were given full opportunity to adduce relevant evidence and to argue orally. They elected to file posttrial briefs. Because of several extensions of time requested by the Union for good cause shown, all briefs were not received until December 26, 1991.

On a review of the entire record and all three comprehensive and well written briefs, I conclude that the complaint as alleged is meritorious, as explained below.

FINDINGS OF FACT

I. JURISDICTION

Respondent is, and has been at all times material, a corporation duly organized under and existing by virtue of the laws of the State of Michigan. At all times material, Respondent has maintained its principal office and place of business at 1800 Tuxedo, Detroit, Michigan (the Detroit facility). Respondent maintains other facilities located in the State of Michigan at 1800 Tuxedo and 4401 Connor, Detroit; 7701 Wyoming, Dearborn; 6550 Allen Road, Allen Park; 18227 E. 10 Mile Road, Roseville; 22777 11 Mile Road,

Southfield; 29200 Schoolcraft and 16836 Newburgh, Livonia; and 28303 Joy Road, Westland. Respondent is, and has been at all times material, engaged in the operation of medical clinics. Respondent's facilities set forth above are the only facilities involved in the proceeding. During the calendar year ending December 31, 1990, which period is representative of its operations during all times material, Respondent, in the course and conduct of its business operations, derived gross revenues in excess of \$250,000. During this same period, Respondent purchased from points located outside the State of Michigan goods and materials valued in excess of \$5000 and caused the goods and materials to be shipped directly to its Michigan facilities.

It is admitted, and I find, that Respondent is now, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

## II. LABOR ORGANIZATION

It is admitted, and I find, that the Union is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

## III. THE UNFAIR LABOR PRACTICE

The Health Alliance Plan is a state licensed health maintenance organization of which Respondent is a division responsible for its own separate financial "bottom line." The Union has represented employees in the RN and service units at Respondent's clinics for several years. The 1988 collective-bargaining agreement covering those units expired by their terms on January 12, 1991. Commencing December 4, 1991, with the RN unit and continuing thereafter through January 1991, representatives of the Respondent and Union negotiated in three separate sets of meetings for succeeding contracts for those units as well as for an initial contract for employees in the social workers unit.

The expiring contracts each provided for alternative medical insurance coverage, i.e., the Health Alliance Plan Standard Contract or Blue Cross/Blue Shield MVI. The Health Alliance Plan provides two health insurance contract options. The first is Health Alliance Plan, Standard Contract (HAP). The second is Health Alliance Plan, Extra Contract (HAP-OX). The amounts and types of coverage offered by each differs.

HAP provides basic health care services to members and their dependents by a personal physician at a medical center. HAP-OX, a more extensive coverage plan, offers all benefits provided for in HAP and also offers skilled nursing facility care coverage and the following additional riders: sponsored dependent rider, senior rider, medicare complimentary fill rider, hearing aid rider, DME; P & O riders (which include durable medical equipment, prosthetic appliances and orthotic appliances), prescription drug \$2 rider and a vision care benefit rider.

The Union claims that it obtained a clear, explicit agreement with Respondent during these negotiations to change the preexisting contractual health insurance coverage to now provide certain improvements. First, the Union claims that Respondent agreed to provide HAP-OX instead of the old standard contract as an alternative to the Blue Cross/Blue Shield option (BC/BS).

Secondly, the Union alleged that agreement had been reached on extending comparable HAP-OX benefits to those employees who elected BC/BS coverage, including a \$5 prescription co-pay drug card. Finally, the Union argues that agreement was also consummated for the extension of dental plan benefits to the retirees who had previously enjoyed all the same benefits as actively employed beneficiaries, exclusive of the dental plan. With respect to the prescription drug benefit, HAP and BC/BS under the expiring contract provided a maximum \$1 to pay for prescriptions conditioned on purchase at a Respondent pharmacy. The claimed negotiated improvement provided a \$2 co-pay for selected outside pharmacies under HAP-OX. The Union also claims that on Respondent's offer of a \$5 prescription card for BC/BS coverage when Respondent's co-pay system was inaccessible, and the Union's acceptance thereof, it also became part of the negotiated agreement with explicit reference only to BC/BS coverage.

The first set of negotiations for the RN unit encompassed 10 meetings and culminated in the agreement of all terms of a complete collective-bargaining agreement on January 23, 1991. Although variously referred to as "highlights" or tentative agreements by Respondent, its conegotiator, Labor Relations Director Delbert Davis, conceded that the three subsequent meetings on January 24, 25, and 29 related only to the process of reducing bargaining notes to typewritten form. Involved in that process on behalf of Respondent was only Davis. He was the responsible Respondent representative in that procedure. The other members of the Respondent bargaining team retired from participation, i.e., Lee Salo, director of human resources; Priscilla Magureta, director of nursing; and Richard Tanner, clinic manager. The Union's representatives for the RN negotiations were Jim McNeil, president of Local 600; Ren Koeppen, UAW International representative; Bernie Ricke, Local 600 representative, and the employee RN bargaining committee of Jane Ford, Marie Stimac, and Classie Murden.

Ford has participated in prior contract negotiations and has been formally trained by the Union to perform her duties as an employee bargaining committee chairperson. Her demeanor is that of a serious, attentive, assured, dispassionate, and responsive witness. She, Stimac, Murden, and Ricke represented the Union in the January 24-29 meetings with Davis. It is Ford's uncontradicted and credited testimony that on reaching final agreement at the January 23 meeting, she stated that all the modifications of the old contract agreed on for the succeeding contract must be reduced to written form because the document would be necessary before she put the agreement to a ratification vote of the unit members. She told the Respondent that she "had to have everything completely spelled out." According to Davis, he readily accepted Ford's offer to draft the document from the Union's bargaining notes so that he could carry on with his normal duties. Thereafter, a tedious process ensued for the next 3 days of meetings in Respondent's conference room whereby Ford and the three other union negotiators transcribed into longhand what they perceived to be were the terms and conditions of a complete collective-bargaining agreement, i.e., the old contract as modified by these agreed-on changes. They did so page by page. As each page was drafted, Davis physically accepted it and personally delivered it to Respondent's clerical employee who transcribed it to typewritten

form. Davis testified that he, in turn, personally delivered each typewritten page back to the union committee who read each typed page and occasionally the typist was called on to correct typed errors.

Ford testified:

A. It was very painstaking and we would start out and put certain, the way we thought it, you know, what we thought we negotiated and then Del Davis would say, well, I'm not sure. I have to go back and check with my team, if there was some things that we weren't in total agreement about.

And he would go back and check with his Management team. He would say he had to go back and check with Mazurek, Tanner, Salo, and he would come back and he would say, okay, that's fine.

And then we would initial it off, as we went along.

Q. Okay, so at each provision where there was a change, when you would agree to it you would initial it as you want along?

A. Right.

Q. Would you do that as you reached the language agreement on each item?

A. Yes.

Ford testified further that the initialings would be entered on separate pieces of paper which would then be transferred to the final typed agreement. Each participant retained copies of the separate pages of initialings as the final document was typed and constituted all the agreed-on changes to the expired contract.

Davis' testimony, particularly in direct examination, tended to portray his participation as somewhat more detached. However, he did not explicitly contradict Ford with respect to the periodic necessity for him to consult with the other Respondent negotiators on areas of disputed agreement. Salo did not deny such consultation with Davis, although he testified that he played no role in the "actual contract preparation." He testified that the function was performed by Davis, on behalf of Respondent. He admitted that it was Davis' responsibility:

to take the agreed upon changes [to the old contract], take the provisions that were not changed, put them together, draft a document and submit that to the Union for a signature.

Salo admitted that the written notes initialed by the parties constituted the expressed meaning of the collective-bargaining agreement and that the only remaining step was the ministerial one of assembling from those initialed agreements, the final contract to be submitted by Davis to the Union. He admitted further in cross-examination by the General Counsel that although he had no specific recollection that Davis submitted any of the draft contracts to him for approval, Davis had sufficient authority to choose not to do so. I find no effective contradiction to Ford's testimony that Davis was so intimately involved in the draft a contract preparation that he contested or questioned certain agreements and expressed the necessity to the Union to recheck other Respondent negotiations recollections as to what was agreed to in negotiations.

Despite Davis' authority, responsibility, and participation in the postnegotiation assembling of a document containing

the agreed-on contract changes, he testified to ignorance of the disputed health insurance improvements inclusion in the initialed agreements and in the final document of all agreed-on contract modifications typed by Respondent's secretary, a copy of which he himself initialed on January 30, 1991. Indeed, that document explicitly and clearly set forth the improved health insurance coverage as claimed by the Union to have been agreed to explicitly by Respondent's authorized negotiators at the bargaining table on or shortly after January 12, 1991. Given the transcription by Respondent's own typist so quickly after the negotiated agreement, they must have appeared quite clearly in the union team's notes as agreed on by Respondent in order for the typist to have typed them as such. If Respondent's denial of such agreement is truthful, then those agreements were either inserted into the Union's note pursuant to a spontaneous, outrageously preposterous scheme to defraud Davis despite his intimate participation in the draft contract assembly, or was the result of the typist's most unlikely, serendipitous error. In either instance, Respondent asks us to believe that fraud or gross error actually eluded Davis, who was responsible for presenting to the Union the drafting agreement based on the initialed document of January 30.

In direct examination, Davis testified that as he was transporting the bargaining notes transcriptions back and forth between the union committee and the typist that he did "not always" read them. He further testified that ultimately the "final document" was readied, and copies were made by him for both parties which he signed on January 30. He testified that as he initialed each page of that document he did not read each item on the page. Davis testified that he first had the opportunity to "actually read" what was on each page on January 31 when he "started to write up the actual language for the contract."

On January 31, the RN unit members voted in favor of contract ratification based on the presentation to them of the agreed-on changes incorporated into the January 30 document initialed by the parties and signed by Davis on January 30. The Respondent was notified of the ratification vote by letter dated February 4 and signed by McNeil who therein asked for implementation of the terms of the expired contract with the negotiated modifications agreed by the parties.

By letter dated February 7, 1991, Davis notified Ford as follows:

MMG is self funding the extended benefits for both HAP and BC/BS insurance.

Article XVI, Section I, Paragraph 1 and 5 as well as section 7 has been revised for clarity (enclosure).

There is no change in the negotiated agreement, therefore, the language change should not present a problem.

Significantly, Davis did not contend therein that the January 30 document contained merely "highlights," "summaries," or "tentative agreements," as was done at the trial with respect not only to the RN document but also similar documents in the service unit. The February 7 letter clearly conceded that final agreement had been achieved. Davis in that letter attempted to characterize the issue as one of clarification of language, i.e., a semantical problem.

Davis testified that the February 7 letter was prompted by his first reading of article 7 of the document he had signed on January 30. He testified that he then realized that unit employees would (as would anyone capable of understanding basic English) read the document and conclude that they were entitled to HAP-OX coverage whereas Respondent had agreed to less than HAP-OX coverage. According to the testimony of Davis and Salo, the Respondent had agreed only to the following improvements in the preexisting health insurance coverage:

(1) a drug prescription card accessible to outside pharmacies for a \$5 co-pay of which \$4 was reimbursable under certain conditions.

(2) Durable medical equipment for employees or dependents per a prescription filled by Respondent's central supply department.

(3) Optical benefits consisting of an annual \$35 for frames or contact lenses with unlimited examinations and prescriptions.

(4) BC/BS to receive the same level of optical and durable goods benefits as HAP with the exception of the \$5.00 prescription co-pay card to be accessed only through Respondent's pharmacies, central supply or optical shops, with a provision for BC/BS covered employees to receive reimbursement for prescribed drugs not carried in Respondent's pharmacies.

Davis' enclosure reflects those alleged agreements and, although characterized as a "clarification" of agreed-on language, does in fact constitute a substitution of health insurance language providing for more limited health coverage improvements than that which was clearly set forth in the document he initialed on January 30 and which he initialed each page from January 24 to 29.

It was mutually agreed that all unchanged terms of the preceding contract would be incorporated into the new agreement. Thus the final document to be drafted was understood to be a composite of the expired contract and the changes negotiated as of January 23, 1991. The January 30 document initialed by both Davis and Ford states in pertinent part as follows:

*Article XVI, Section 1, Paragraph 1*

The Employer agrees to pay full cost of the premium for single person coverage or for couple or full family coverage, as may be required in each employee's situation, for Health Alliance Plan-OX or Blue Cross Blue Shield (MVF-1) hospital and medical care insurance with extended benefits, including durable insurance with extended benefits that include 100% coverage for unlimited optical examinations, 100% coverage annually for lenses, \$35 coverage annually for eye glass frames.

Employees must use MMG facilities for all extended benefits coverage, providing such coverage is not available through their spouse.

*Article XVI, Section 7*

Add: Employee covered under BC/BS extended benefits may purchase prescribed drugs outside of MMG's system with a \$5.00 co-payment provided MMG does

not carry the formulary or generic equivalent, the employee's physician has ordered a specific medication; e.g. DAW; or it is necessary to purchase prescribed drugs when the MMG system is unavailable. Employees covered under BC/BS extended benefits and Health Alliance Plan-OX who purchase prescribed drugs under the above mentioned circumstances with a co-payment will be reimbursed any amount exceeding \$1.00 by the employer.

*Article XVI, Section 8*

Dental Insurance—The Employer agrees to pay the full cost of the premium for single person coverage or for couple or full family coverage for each full-time employee and for each scheduled .9 and .8 part-time employee with two years or more seniority as may be required in each employee's situation for dental care insurance, providing such coverage is not available through their spouse. The Union will make every effort to inform the Employer if coverage is available through their spouse.

*[ADDENDUM]*

*Article XVI, Section 1, Paragraph 4*

The HAP/MMG agrees to pay 100% of the coverage of the insurance contained in Article 16, Sections 1, 7 and 8 for the retiree (who is receiving monthly retirement benefits under the HAP/MMG's Retirement Plan) and their spouse not otherwise covered.

As contained in the enclosure to Davis' February 7 letter, the revised language eliminated all references in article XVI to the newly negotiated improved HAP-OX insurance coverage and changed article XVI, section 7, to provide that both BC/BS and HAP covered employees would have a \$5 prescription co-pay, thereby eliminating the \$2 prescription co-pay under HAP-OX. By way of explanation, Davis stated that "MMG is self funding the extended benefits for both HAP and BC/BS insurances."

On February 12, Ford sent, and Davis received, a handwritten letter of protest of Respondent's revision of our recently ratified contract, and a demand for compliance with the negotiated agreement, i.e., HAP-OX and "not something comparable to HAP-OX ['extended benefits']."

Davis testified that he had no authority to agree to HAP-OX benefits. However, this case will not be resolved on the issue of whether Davis had authority to agree to HAP-OX benefits subsequent to the January 23 agreement either by virtue of intention or culpable inadvertence. The determining issue is whether Ford, McNeil, and Ricke's testimony ought to be credited that at the bargaining table after an exchange of demands for improved health benefits, albeit not in haec verba request for "HAP-OX," and demands for dental coverage for retirees, and after Respondent caucuses, spokesperson Salo explicitly stated "we will grant HAP-OX" and explicitly agreed to retiree dental coverage, and the other health insurance improvements, including extended BC/BS coverage as set forth in the documents initialed by Davis on and before January 30. If so, Davis' sole authority regarding HAP-OX agreement is irrelevant. However, he had, as noted above, the admitted, clear, sole authority to agree to the accuracy of the Union's postnegotiation committee's memorial-

ized understanding of what health insurance modifications were agreed on which, in turn, Respondent was fully aware would be put to the unit members for ratification.

Despite his awareness of its significance, Davis testified in direct examination that he did not consider his initialing of the January 24–29 agreement memorialization to constitute the “final language” of the ultimate, formal collective-bargaining agreement. He explained, in a rather limp, unconvincing, and disingenuous demeanor, that he considered the initialing of the document of January 30 to constitute a mere certification that he and Ford had received the same document. This explanation not only flies in the face of normal collective-bargaining mechanics as acknowledged by Respondent in the brief, but it is contrary to the context of the behavior of all persons in the bargaining process, including Davis himself. Even if Davis were to be credited on that point, he did not explain how he was able to acknowledge, by his initialing and execution, that he and Ford received the same documents without having fully read those documents. However, in cross-examination by counsel for General Counsel, he testified:

Q. Did you read these documents to see whether or not they accurately reflected the agreements that were readied during negotiations?

A. Yes, I read the documents.

Q. So, you were admittedly doing more than just running papers back and forth?

A. Oh yes.

Q. You weren’t just a carrier of papers?

A. No, absolutely not. They had some questions and I answered the questions.

Q. And they asked questions regarding changes in language [from the expired contract]?

A. Yes, especially Article 16, fourth paragraph.

Yet Davis insisted that he did not read every item, that although he initialed the documents he did not review them, but he did admit that at least he read them “piece meal as the process was going on.” With respect to the service unit negotiations, Davis admitted that the parties “expressed agreement” by the initialing process.

Finally, in General Counsel’s cross-examination, Davis was directed to his purported first awareness of an inaccuracy in the initialed document of January 30 regarding HAP-OX which he claims first occurred when he got around to reading it on February 7. Thereafter, Davis discovered additional errors, and inadvertent omissions. In explanation of why he did not also complain of the errors and/or omissions in his February 7 letter, he incredibly testified that as late as February 7 he had only read the document up to the HAP-OX reference. This unconvincing testimony comes from an experienced negotiator, and Respondent’s director of labor relations, who claimed that he did not fully read purported agreements which he knew were being put to a ratification vote, and did not even complete his reading when, a week later, he discovered a claimed substantial inaccuracy.

Davis testified that he wrote his February 7 letter because he “felt” that the bargaining unit members reading the “-OX” words would not realize that it encompassed only the three major improvements of improved health insurance coverage as originally demanded by the Union. The union committee had indeed demanded in general terms health cov-

erage improvements and did indeed state in early negotiations that those improvements be inclusive of durable medical goods, prescription co-pay, and optical benefits, which form the crux of the extended HAP-OX benefits. Davis testified that the only improvements ever mentioned at the bargaining table were durable medical equipment; optical and prescription co-pay, i.e., no reference was made to HAP-OX as such or as a hybrid plan. Salo, however, testified that at some meeting before January 8, Ford presented the demand for health insurance coverage which she characterized as “similar to OX.”

Ford testified that when Salo returned from caucus and offered the full HAP-OX plan, the Union readily accepted. I do not find totally extraordinary the Union’s failure to discuss thereafter the details of HAP-OX. Clearly, both the employees and Respondent by necessity had to be aware of a pay health service plan which Respondent itself authored. Rather, I find it rationally unacceptable to conclude that the parties agreed to “HAP-OX” during negotiations with the implicit notion that it was some limited hybrid of “HAP-OX.” These were experienced, intelligent, highly literate negotiators and, as such, they certainly were not prone to such imprecision of expression. In their testimony they were very cautious and deliberate as to their choice of words. If Salo told the Union that Respondent was offering “HAP-OX,” he undoubtedly knew full well that the Union of necessity was aware of its full implications and that when it accepted “HAP-OX,” it was accepting the full “HAP-OX” plan. By being offered a plan that included all the improvements that it demanded as a minimum and more, the Union was not obligated to challenge Respondent’s motivations which it may have recognized as either altruistically adverse to Respondent’s own economic interest or which it may have speculated was in some way more administratively and more practical to administer as an integral established supplementary benefit plan rather than a hybrid partial supplemental benefit plan.

The Respondent’s expressed position during negotiations as to self-funding and keeping administrative costs to a minimum supports Respondent’s argument that it is questionable that its negotiators would agree to grant more than what was minimally asked by the Union. Odd as it might seem, such managerial tactics do occasionally occur in the complex context of multiissue negotiations. However, in this case, there is no hard evidence cited of a specific quid pro quo to explain why Respondent might have been motivated to counter with the specific HAP-OX plan to the Union’s request for generally improved health insurance coverage inclusive of the three cited key elements of HAP-OX.

With respect to BC/BS, the Union had given up its original bargaining demand for BC/BS major medical coverage on the night of January 12 and early morning of January 13. Ford testified that the reason for this was its acceptance of Respondent’s agreement to extend to BC/BS covered employees benefits comparable to HAP-OX when the alleged agreement was reached on HAP-OX coverage to HAP covered employees and dental coverage agreed to be extended to retirees. On January 17, wages, as yet undiscussed, were negotiated and agreement reached. Other areas remained unresolved until January 23, but there was no explicit reference to health insurance in relation to remaining unresolved issues.

As to the dental insurance coverage to retirees, there remains a flat contradiction of the witnesses as to whether the Respondent agreed to it and whether the Union even asked for it. Salo testified that he agreed at the January 17 meeting only to extend all improvements to the retirees but not to extend dental benefits to them.

On February 21, Salo, Davis, Ford, and Ricke met. Ford testified that with respect to HAP-OX, Salo claimed that Ford was confused and there had been a misunderstanding. Ford retorted that there had been no misunderstanding, that HAP-OX had been agreed to and it had been presented to and ratified by the unit members. Ford testified that Davis said he had made a mistake with respect to the \$5 prescription co-pay. Her account of that meeting was not contradicted. Subsequent discussions involving McNeil, Ricke, and Robert Smyth, Respondent's administrative director, proved futile.

Respondent effectuated all the terms and conditions of the negotiated collective-bargaining agreement including the health insurance coverage improvements it claimed were negotiated. A grievance was then filed by the Union. On April 19, the Union was presented, for execution by it, Respondent's printed version of the succeeding collective-bargaining agreement which, except for the disputed provisions, encompassed the January 30 documented changes. On April 24, Respondent rejected the grievance. On April 25, the bargaining unit employees were notified by Respondent's memorandum of the implementation of the new contractual insurance coverage and dental plans it perceived had been negotiated. Those changes, which were in fact retroactively implemented as of the effective date of the succeeding collective-bargaining agreement, differ not only from the terms of the old contract and what have been stated in the initialed document of January 30, but also differ from what had been set forth by Davis himself in his letter of February 7. By its actions on April 25, Respondent eliminated the BC/BS \$5 prescription co-pay for employees out of town or otherwise inaccessible to Respondent clinics. The employees in those circumstances were now entitled only to later reimbursement for all but \$1 of their out-of-pocket expenditures. Additionally, Respondent's April 24 draft contract deleted reference from the January 30 document to the extension of all benefit improvements to retirees. On April 29, Respondent by letter, informed its employees of the open enrollment period, noting therein that dependent children of 19 years of age could only receive coverage under a young adult rider contract rather than inclusion as under the HAP-OX plan.

On June 3, Ford and Ricke delivered to Respondent the Union's printed version of the collective-bargaining agreement, the health care insurance provisions of which incorporated the document initialed and signed by Davis on January 30. Respondent rejected that proffer on June 14.

#### *A. The Service Unit*

Collateral to the RN unit, similar negotiations for a succeeding service contract commenced on January 17 or 18 about 6 days after the expiration of the old contract. It too was based on the premise that modifications agreed on and the unchanged parts of the expired contract would constitute the new collective-bargaining agreement. Included among the Respondent's representatives were Salo and Davis. The Union bargaining team included McNeil, Al Puma, UAW

staff representative, and the 10-person employee bargaining committee headed by Lois Feeney. Salo did not remain for the entire meeting.

At the first meeting, according to Puma, Lois Feeney made a detailed, explicit presentation for HAP-OX health insurance coverage, including a specification of what it provided. She alluded to such specific coverage of college age dependents, optical, prescription co-pay, and durable medical goods provisions. Puma testified that after a caucus, the Respondent team returned to the bargaining table at which point Davis stated:

[W]e're going to give you HAP-OX but you must understand, we're self insured for durable goods, optical and prescription [coverage].

Puma testified further that Feeney answered: "[F]ine we accept it." At that point, according to Puma, Davis said he was glad to see that the bargaining unit employees obtained HAP-OX because he, himself, was responsible for a 19-year old nephew and since the union employees would get HAP-OX, so would managerial persons.

Davis testified to the following sequence of events at the meeting. Davis then proceeded to offer BC/BS extended coverage comparable to HAP-OX, inclusive of a \$5 co-pay prescription card but with the proviso that Respondent's facilities be accessed first. The Union accepted. Davis noted that despite the more limited optical provisions of the agreed-on HAP-OX plan, Respondent was willing to provide an annual optical glass benefit if accessed within Respondent's system. At about the time in the RN negotiations, reference was made to the difference between Respondent's offer of annual optical benefits and the more limited optical benefit of HAP-OX. Ford admitted uncertainty as to the date. Ricke placed it on January 17, and Salo fixed the date as January 12. It is interesting that at least on this one point Respondent admittedly offered more than what the Union was asking, without any evident precise quid pro quo. Salo testified that an astonished but gratified Ricke who, himself, was covered by HAP-OX, expostulated, "that's better than OX coverage!" Respondent seizes on this incident to demonstrate that the Union was aware that it was receiving something different from HAP-OX. However, the incident can be also argued to demonstrate that Ricke was surprised because the Union understood that it was asking for HAP-OX and surprised to be offered something more than HAP-OX. Further, it can be argued that it is therefore not so astonishing nor unprecedented for Respondent to have offered more than what was asked for as a minimal component of improved health insurance.

Puma testified that the negotiation meeting of January 21 evolved as follows: On behalf of Respondent, after a discussion of retiree benefits, Davis explicitly agreed to Feeney's demand that all contractual health benefits extended to active unit employees be also granted to retirees. It is Puma's uncontradicted testimony that at that meeting agreement was reached on a service unit contract. Respondent also agrees that a full contract was agreed on as it was in the RN unit. Davis and Salo testify that they agreed to similar health insurance modifications less than full HAP-OX coverage as discussed above with respect to the RN unit and no dental benefits for retirees, and they contradict Puma's testimony to the contrary.

On January 22, the negotiators met for the purpose of reducing their agreement to written form. Unlike the RN unit situation, Davis personally prepared the written documents and presented it to the union bargaining team and it was initialed by both parties. He admitted inserting thereon the words:

Retirees entitled to benefits

Davis explained that these words were meant to convey acquiescence to the Union's request that retirees receive the same improvements in health insurance coverage which he claimed did not include extension to them of the dental benefit coverage. However, on the face of the document in close sequence, dental coverage is almost immediately referenced without restriction to actively employed unit members. Thus, the Union argues that the words mean "all benefits" new and old, i.e., inclusive of dental coverage previously only available to the actively employed unit member, whereas Respondent claims "benefits" means only "improvements" to benefits in health insurance coverage.

Davis testified that on January 18 he announced to the service unit negotiators that an agreement had been reached in the RN negotiations with respect to "certain benefits." He testified:

The service and maintenance had, in their demands to us, requested HAP-OX. And I said to them, that we will give you HAP-OX as defined by MMG and I went on to explain, those three entities and what they were . . . [durable medical equipment, optical and prescription].

According to Davis' preceding testimony, there had been no reference at all to HAP-OX in the RN negotiations and he was surprised to see that word surface when he finally read what he signed on January 30 as a certification of the transcription of agreed-on old contract modifications. The fact that an explicit demand for full "HAP-OX" was made by the service unit negotiators less than a week after the Union accepted Respondent's health insurance improvement package on January 12 suggests that the Union had some reason to believe it could obtain full HAP-OX, and the apparent reason would be that Respondent had offered it to the RN negotiators.

Davis gave a different version of his reference to coverage of his nephew, his legal ward. He claimed it arose in the context of a discussion with Feeney regarding the question whether the then-current HAP coverage entailed a rider covering over 19-year old dependents.

The document initialed by all parties on January 22, which constituted the agreed-on contractual modifications as typed by Davis, states without any other adjective modification or limitation, "HAP-OX." Underneath are typed the words BC/BS with extended benefits. Davis testified that what is unqualifiedly set forth in that document as HAP-OX is really intended to be something much less, i.e., the hybrid Davis claims he explained on January 18. He also denied that he had ever agreed to in either RN or service unit negotiations for a drug prescription card for the BC/BS employees.

Several days later, Davis forwarded to Puma a document consisting of fully typed modifications to the old contract purportedly agreed on by the parties. Puma made some

minor handwritten additions and returned it to Davis on the same day. Thereafter, Puma received another typed agreement purportedly incorporating his corrections at a meeting with Davis and Respondent's representatives and the union bargaining committee who proofread, made some corrections, initialed, and returned it to Davis. Davis initialed but made no handwritten changes to that document, which the Union then submitted to a successful unit membership ratification vote on January 31. Davis ultimately admitted that the document ratified by the unit members was prepared by him and intended to be the agreement of the parties.

Both initialed drafts of the final agreements drafted by Davis contain the following:

*Article IX, [SIC - Article XI] Section 1* Change to read—as needed: 1 - Health Alliance Plan - OX health insurance or 2 - Blue Cross/Blue Shield (MVF-1) with extended benefits including optical and durable medical equipment provided employees use of MMG facilities. Section (1) 3rd Paragraph—Add: "Employees may purchase prescribed drugs outside MMG Pharmacy system with a \$5.00 co-pay if MMG does not carry the formulary equivalent.

On April 19, 1991, the Respondent presented a copy of the complete agreement to the Union for signature. That document eliminated the references to HAP-OX, the \$5 prescription co-pay and the extended insurance coverage for retirees. The Union refused to sign the agreement on the basis that it was not the contract that the parties had negotiated. Thereafter, the Respondent refused to institute the health insurance improvements as claimed were negotiated by the Union and, in its memo to employees of April 25 described above, effectuated its version of the disputed contract provisions.

Davis did not send Feeney a copy of his February 7 letter to Ford. He explained that she was on vacation at the time. Davis testified without contradiction that he had a conversation with Feeney regarding the disputed health insurance modifications on or about February 11. Respondent argues that the statement made to Davis by Feeney constitutes a statement against interest and an admission binding on the General Counsel. However, even if I were inclined to find Davis to be a trustworthy as well as accurate witness, I disagree. Davis testified without explication that he told Feeney "the problem," and Feeney responded that she saw "no problem" and had understood what Respondent's position had been in negotiations regarding self funding, that she "wasn't quite sure" regarding BC/BS but that there would be "no problem" if Respondent would send an undescribed letter to unit members "about" BC/BS. Salo testified without contradiction also to a conversation with Feeney on March 31 of much the same generalized and ambiguous nature. At most can be concluded was that Feeney told them that she personally saw "no problem." From such statement, I cannot conclude that Feeney's generalized remarks contradict or are inconsistent with Puma's account of what transpired at the bargaining table. In any event, the credibility of Salo, Davis, and Puma is integral to and dependent on the credibility resolutions with respect to the RN unit negotiations.

### B. The Social Workers Unit

The Respondent and the Union have executed an initial agreement in respect to the social workers unit. However, that agreement contains what is commonly referred to as a “me too” clause obligating Respondent to make applicable to that unit any subsequently negotiated improvements in contract covering any other Respondent units represented by the Union. Respondent has failed to implement this provision by failing to put into effect the increased benefits which had been allegedly negotiated in respect to the RN and service units.

#### Analysis

As Respondent counsel acknowledges in his brief:

Once an agreement is reached by the parties, they are obligated to abide by the terms of the agreement even though those terms have not been reduced to writing. *H.J. Heinz v. NLRB*, 331 U.S. 514, 7 LRRM 291 (1941).

and also:

The existence or nonexistence of an agreement, and what are the terms of the agreement, if one is found to exist, are questions of fact. *NLRB v. IBEW Local No. 22*, 748 F.2d 348, 350 . . . (CA 8, 1984).

Further, as was put by the General Counsel in his brief:

Minor discrepancies that may exist do not relieve Respondent of the obligation to execute the contract. *Bennett Packaging Company of Kentucky, Inc.*, 285 NLRB 602 (1987); *Parkview Furniture Manufacturing Co. et al.*, 284 NLRB 947 (1987). It is also clear that to the extent that Respondent has unilaterally implemented terms and conditions, particularly in the benefits area, which vary from the RN contract agreement, the service unit negotiations agreement, and the social workers contract agreement, such unilateral action violates the Act. *Arrow Sash and Door Company*, 281 NLRB 1108 (1986). *Martin Marietta Energy Systems*, 283 NLRB 173 (1987).

In accord with the General Counsel’s argument that there is a contract on agreement of the substantive terms, conditions of employment and levels of benefits the Respondent argues further:

In *Timber Products Co.*, 277 NLRB No. 78 . . . (1985), an employer was found to have violated the Act by refusing to execute a collective bargaining agreement reached with a union. The union had accepted the employer’s final contract offer even though a complete pension plan had not been finalized, at the time of the acceptance. The offer did contain specified benefit levels that the employer was willing to give to employees. Also, the employer proposed that many of the terms of the plan would be the same as that already provided.

The Board concluded that although a complete pension plan had not been finalized at the time of the union’s acceptance, the employer had offered specified benefit levels which it would provide, consequently, the lack of administrative details was deemed not fatal and,

after the union accepted the offer, the employer was obligated to provide a pension plan containing the enumerated benefits.

Likewise, in the instant case, Metro Medical Group offered health insurance with specified benefit levels (T 196, 197, 198, 250, 251). These specified benefits were offered to the RN and the Service Units and both Units accepted Metro Medical Group’s offers. With the Union’s acceptance of the Respondent’s offers of certain specified benefits (only prescriptions, optical and durable medical equipment), enforceable contracts (GC 14 and GC 23B) were formed.

In *Teamsters, Local 807 (Relay Transport, Inc.)*, 195 NLRB . . . (1972) . . . the Board concluded the parties had reached a mutual agreement and ordered the union to sign the company prepared agreement. Likewise, in the instant case, the parties have reached a mutual agreement and MMG has submitted valid representations of negotiated terms to the Union for its signature.

Thus all parties agree that contracts were agreed on. They differ as to the terms of the health insurance improvements and the extension of certain additional coverage to retirees. The issue is thus factual and involves no interpretation of ambiguities of language. Both disputed versions are clear and unambiguous. They are cogent arguments made by Respondent as to why its witnesses ought to be credited, some of which have been noted above, i.e., the Union did not explicitly, initially ask for HAP-OX at the RN unit negotiations, the Respondent’s self-interest in reducing administrative costs motivated it to resist granting full HAP-OX, a written outline of the Union’s presentation of highlights of the Respondent’s agreed-on benefits at the RN ratification vote fails to set forth “HAP-OX” or the other five benefits of HAP-OX but merely recites those benefits agreed to by Respondent. Ford testified, however, that she explained to the employees at meetings at each of the Respondent’s clinics explicitly that HAP-OX had been agreed on. However, there are numerous more serious improbabilities imbedded in the testimony of Respondent’s witnesses, particularly Davis. Additionally, I found the demeanor of General Counsel’s witnesses more certain and convincing, particularly that of Registered Nurse Ford, who found herself in the uncomfortable and vulnerable position of testifying against her employer. Salo and Davis, if discredited, find themselves in a similar and awkward position of having been found to have negotiated contract terms which Respondent later found unpalatable and costly.

I do not find credible the testimony of Davis and supporting testimony of Salo, that they did not offer to and had accepted by the Union that which was clearly stated in documents which Davis participated in preparing or which he prepared himself. I find his explanations and characterizations of those documents to be disingenuous, not compelling, and most unconvincing. I conclude that there was no room for any alleged misunderstandings, or notions, that “HAP-OX,” a complex mechanism of Respondent’s own creation, was somehow perceived to be in the context of these negotiations something less than what it was. Davis’ and Salo’s credibility with respect to all other areas of dispute is integral to and dependent on their credibility as to the HAP-OX issue.

After a review of the respective documents each party contends is the agreed-on contract, it is clear that except for some inadvertent omissions and insignificant or insubstantial differences and the disputed health insurance provisions, they are virtually alike.

I credit the testimony of the General Counsel's witnesses and find that except for minor inadvertent omissions and insignificant, insubstantial language that the Respondent and Union had in January agreed to the terms and conditions of employment as embodied in the contracts alleged to be the accurate versions of those agreements by the General Counsel. I therefore find that Respondent violated Section 8(a)(1) and (5) of the Act by refusing to execute the RN contract proffered to it on June 3, 1991, and thereafter violated Section 8(a)(1) and (5) of the Act by unilaterally instituting terms and conditions of employment for all three units inconsistent with those agreements as alleged in the complaint.

#### CONCLUSIONS OF LAW

1. The Respondent, Metro Medical Group, is an employer engaged in commerce within the meaning of the Act.

2. The Union, Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, AFL-CIO, is a labor organization within the meaning of the Act.

3. The following employees of Respondent (the nurses unit, the service unit, and the social workers unit) constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(a) All full-time and regular part-time registered nurses employed by Respondent at its clinics located at 1800 Tuxedo, Detroit; 4401 Connor, Detroit; 7701 Wyoming, Dearborn, Michigan; 6550 Allen Road, Allen Park, Michigan; 18227 E. 10 Mile Road, Roseville, Michigan; 22777 11 Mile Road, Southfield, Michigan; 29200 Schoolcraft and 16836 Newburgh, Livonia, Michigan; and 28303 Joy Road, Westland, Michigan; but excluding department heads and assistant department heads, health center managers, assistant administrators for nursing services, directors of nursing services, associate directors of nursing services, assistant directors of nursing services, licensed practical nurses, nurse anesthetists, head nurses, employees acting primarily in capacities other than a nurse or registered nurse, nurse clinicians and nurse practitioners, guards and supervisors as defined in the Act, and all other employees (the nurses unit).

(b) All full-time and regular part-time accounting clerks, admitting clerks, appointment clerks, cashiers, clerk-typists, credit interviewers, CSR aides, darkroom technicians, dictaphone operators, cooks, dietary aides, kitchen helpers, drivers, EEG technicians, EKG technicians, HAVC employees, stationery engineers, urgent care receptionists, housekeeping aides, porters, wall washers, junior clerks, information clerks, insurance clerks, keypunch operators 1 and 2, laboratory aides, carpenters, licensed electricians, painters, plumbers, general maintenance employees, medical center assistants, medical attendants, medical center clerks, medical records clerks 1, 2, 3, 4, and 5, messengers, multilith operators, O.R. attendants, O.R. technician assistants, operating room technicians, pharmacy aides, physical therapy assistants, receptionists, medical secretaries, nonmedical secretaries, secretary case aides, secretary aides, O.R. secretaries, senior storekeeper, senior technicians, storeroom clerks, switchboard op-

erators, ultrasound aides, utility aides, and ward clerks employed by Respondent at its medical centers and clinics located at 1800 Tuxedo, Detroit; 4401 Connor, Detroit; 7701 Wyoming, Dearborn, Michigan; 6550 Allen Road, Allen Park, Michigan; 18227 E. 10 Mile Road, Roseville, Michigan; 22777 11 Mile Road, Southfield, Michigan; 29200 Schoolcraft and 16836 Newburgh, Livonia, Michigan; and 28303 Joy Road, Westland, Michigan; but excluding accredited records technicians, department and assistant department heads, dietitians, executive personnel, executive secretaries, senior executive secretaries, inhalation therapists, med assistants, isotope technicians, laboratory technicians, medical librarians, opticians, optometrists, personnel department employees, payroll clerks, pharmacists, physical therapy technicians, physicians, psychologists, registered and practical nurses, registered record administrators, relief employees, security service personnel, social workers, unit managers, x-ray technicians, and guards and supervisors as defined in the Act (the service unit).

(c) All full-time and regular part-time social workers, including chemical dependency therapists and medical social workers, employed by Respondent at its facilities located at 6550 Allen Road, Allen Park, Michigan; 7701 Wyoming, Dearborn, Michigan; 4401 Connor, Detroit, Michigan; 1800 Tuxedo, Detroit, Michigan; 29200 Schoolcraft, Livonia, Michigan; 16836 Newburgh, Livonia, Michigan; 35200 Schoolcraft, Livonia, Michigan; 18227 E. 10 Mile Road, Roseville, Michigan; and 22777 11 Mile Road and 27177 Lahser Road, Southfield, Michigan, but excluding office clerical employees, department heads, assistant department heads, confidential employees, guards and supervisors as defined in the Act, and all other employees (the social workers unit).

4. At all times since October 13, 1989, the Union, by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of the employees in the social workers unit for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

5. At all times since at least January 12, 1985, the Union, by virtue of Section 9(a) of the Act, has been and is now, the exclusive representative of the employees in the nurses unit for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

6. At all times since at least January 12, 1985, the Union, by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of the employees in the service unit for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

7. On or about April 25, 1991, Respondent unilaterally implemented changes to the health insurance plans of employees in each of the nurses unit, the service unit and the social workers unit, without having secured the agreement of, or bargaining to impasse with the Union as the exclusive representative of Respondent's employees in the nurses, service and social workers units with respect to the changes in the health care plans.

8. On or about January 30, 1991, the Union and Respondent reached full and complete agreement with respect to terms and conditions of employment of the employees in the

nurses unit to be incorporated in a collective-bargaining agreement between the Charging Union and Respondent. On or about June 3, 1991, the Union delivered to Respondent a written contract embodying the agreement. Since on or about June 3, 1991, the Union has requested Respondent to execute the written contract. Thereafter, Respondent has failed and refused to execute a written contract embodying the agreement.

9. By the acts described above, Respondent did interfere with, restrain, and coerce its employees in the exercise of the rights guaranteed in Section 7 of the Act and thereby did engage in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

10. By the acts described above, Respondent refused to bargain collectively, with the representative of its employees and thereby did engage in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in unfair labor practices, within the meaning of Section 8(a)(1) and (5) of the Act, I shall recommend that Respondent be ordered to cease and desist therefrom and to take appropriate remedial action to effectuate the policies of the Act. Respondent shall be ordered to execute the collective-bargaining agreement agreed on with the Union and to comply with its terms retroactively. In addition, I shall recommend that Respondent shall make whole any employees in the bargaining unit and the Union for losses, if any, which they may have suffered by the Respondent's refusal to sign the agreement, in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), with interest thereon as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1983).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>1</sup>

#### ORDER

The Respondent, Metro Medical Group, Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, AFL-CIO as the exclusive bargaining representative of three employee units concerning hours and other terms and conditions of employment by refusing to execute the written contract embodying those terms and employment conditions agreed on for the nurses unit on or about January 30, 1991, and by unilaterally, without agreement of the Union or without bargaining to impasse, implementing changes to the negotiated health insurance benefits of the employees in the nurses unit, service unit, and social workers unit.

<sup>1</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make whole employees in the nurses, service and social workers units for any losses they may have suffered and reimburse them for any medical expenses incurred as a result of Respondent's unlawful unilateral changes to the negotiated health insurance benefits described above, with interest in the manner set forth in the remedy section of this decision.

(b) On request of the Union, revoke the unilateral changes described above and restore the health insurance benefits of nurses, service and social workers unit employees to the status prior to April 25, 1991.

(c) On request of the Union, execute a written contract embodying the agreement of January 30, 1991, for the nurses unit.

(d) Bargain in good faith with Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, AFL-CIO on request, as the exclusive representative of nurses, service and social workers unit employees as to rates of pay, wages or other terms and conditions of employment.

(e) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(f) Post at its clinics in the Detroit, Michigan Metropolitan area copies of the attached notice marked "Appendix."<sup>2</sup> Copies of the notice, on forms provided by the Regional Director for Region 7 after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material.

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>2</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

#### APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain with Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, AFL-CIO as

the exclusive bargaining representative of three employee units concerning hours and other terms and conditions of employment by refusing to execute the written contract embodying those terms and employment conditions agreed on for the nurses unit on or about January 30, 1991, and by unilaterally, without agreement of the Union or without bargaining to impasse, implementing changes to the negotiated health insurance benefits of the employees in the nurses unit, service unit, and social workers unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL make whole employees in the nurses, service and social workers units for any losses they may have suffered and reimburse them for any medical expenses incurred as a result of our unlawful unilateral changes to the health insurance benefits, with interest.

WE WILL, on request of the Union, revoke the unilateral changes and restore the health insurance benefits of nurses, service and social workers unit employees to the status prior to April 25, 1991.

WE WILL, on request of the Union, execute a written contract embodying the agreement of January 30, 1991, for the nurses unit.

WE WILL bargain in good faith with Local 600, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, AFL-CIO, on request, as the exclusive representative of nurses, service and social workers unit employees as to rates of pay, wages, or other terms and conditions of employment.

METRO MEDICAL GROUP